



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT

NOTIFICATION OF STATEWIDE CONTRACT

November 4, 2010

CONTRACT TITLE: SOLID WASTE AND RECYCLING MANAGEMENT SERVICES

CURRENT CONTRACT PERIOD: MAY 25, 2010 THROUGH MAY 24, 2013

BUYER INFORMATION: Name: Leslie Kemna
Phone: (573) 751-4887
Email address: leslie.kemna@oa.mo.gov

RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
	MAY 25, 2010 THROUGH MAY 24, 2013	May 24, 2015

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **NOT MANDATORY**.

This contract has been established for the convenience of state agencies. Local Purchase Authority may be used to purchase supplies/services included in this contract from an alternative source at the discretion of the agency.

The entire contract document may be viewed and printed from the Division of Purchasing & Materials Management's **Awarded Bid & Contract Document Search** located on the Internet at <http://www.oa.mo.gov/purch>.

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C310042001	2046180290 0	Waste Remedies, LLC 6101 A Delmar Road St. Louis, MO 63112 Contact: Tim Gray (314) 680-2579 (314) 667-5635 (Fax) Email: tim.gray@wasteremedies.com	NO	Yes

STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
05/25/10 – 05/24/13	11/04/10	Changed the Buyer Information on page one from Rebecca Brinkley to Leslie Kemna.
05/25/10 – 05/24/13	05/27/10	Initial issuance of new statewide contract

1.1 General Requirements

- 1.1.1 The contractor shall provide solid waste and recycling management services to include the management of the collection, transporting, disposal, and recycling of solid waste materials from various state facilities located throughout the State of Missouri in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency. The contractor shall provide services for any agency of the State of Missouri (referred to hereafter as “state agency”) approving such services.
- 1.1.2 The contractor shall provide services on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever. In addition, the contractor shall agree and understand that the contract shall not be construed as an exclusive arrangement and if it is in the best interest of the State of Missouri and approved by the Division of Purchasing and Materials Management, the state agency may obtain alternate services elsewhere.
- 1.1.3 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

1.2 Transition and Implementation Requirements:

- 1.2.1 Within thirty (30) calendar days following the award of the contract, the contractor shall meet in Jefferson City, Missouri with the Office of Administration, Division of Facilities Management, Design and Construction, and representatives from various other state agencies for training on the State of Missouri’s solid waste and recycling programs to familiarize the contractor with each individual state agency’s solid waste and recycling program and administration.
- 1.2.2 Following such meeting, the contractor shall contact the individual state agencies with the opportunity to transition a facility/facilities to the contractor’s solid waste and recycling management program.
 - a. The contractor shall agree and understand that the procurement and administration of the solid waste and recycling services for the various state facilities is managed by the Office of Administration, Division of Purchasing and Materials Management; the Office of Administration, Division of Facilities Management, Design and Construction; and the individual state agencies. Therefore, the contractor must contact each state agency for the locations, procurement and administration arrangement for the various state facilities.
 - b. The contractor shall agree and understand that the contractor shall not deny transitioning any facility to the contractor’s solid waste and recycling management program.
- 1.2.3 Upon notification by the individual state agency to proceed with an assessment of the facility/facilities specified by the state agency, the contractor shall monitor, review, and evaluate the existing solid waste and recycling services at the specified facility/facilities for transitioning to the contractor’s solid waste and recycling management program. The contractor shall additionally review the specified facility/facilities’ existing solid waste and recycling management contracts.
 - a. To the extent possible and available, the state agency shall provide the contractor with access to and/or copies of current contracts and existing records, data, and information related to the specified facility/facilities’ current/previous solid waste and recycling contracts and services.
 - b. The contractor shall identify the current volume, number and size of waste and recycling receptacles, service frequency, procedures used, pricing of the existing solid waste disposal contracts, and payment structure of existing recycling contracts.
 - c. For each recyclable material at the specified facility/facilities, the contractor shall assess the volume, determine the feasibility of recycling a material and demonstrate the cost effectiveness of recycling a material.

- d. The contractor shall identify any overcharges and inefficiencies occurring in the existing solid waste and recycling contracts and services.
- e. The state agency and facility manager shall be available to the contractor to address the contractor's questions regarding each specific facility.
- f. If determined necessary by either the contractor or the state agency, the contractor shall conduct a site visit of the specified facility/facilities to further evaluate the facility's solid waste and recycling services. The state agency shall coordinate the scheduling of the site visits. The contractor shall not conduct a site visit without the permission or prior approval of the state agency.
- g. The state agency and facility manager shall notify the contractor of any specific needs, restrictions, or circumstances applicable to the facility such as security or safety issues, solid and wet waste types and needs, and the existence of state owned receptacles.
- h. The assessment shall be based on the previous twelve (12) consecutive months of solid waste and recycling services and shall consider any factors that may cause fluctuations in the solid waste and recycling needs of the specified facility/facilities, such as: shifts in population served, seasonal changes, and/or special events.

1.2.4 For each specified facility, the contractor shall determine a baseline cost and baseline revenue for the existing solid waste and recycling services. The baseline cost and baseline revenue shall be used to demonstrate monthly cost savings and revenue increases, and to calculate contractor invoices.

- a. The baseline cost and baseline revenue for each specified facility shall be a monthly average of the cost incurred and revenue generated for the same twelve (12) consecutive months as reflected in the assessment.
- b. Unless otherwise approved by the state agency pursuant to the baseline adjustment provisions specified elsewhere herein, the contractor shall agree and understand that the baseline cost and baseline revenue established by the contractor and approved by the state agency for each specified facility shall remain unchanged for the original contract period and any potential renewal option periods.

1.2.5 Based on the contractor's assessment of the existing solid waste and recycling contracts and services, the contractor shall develop and submit an assessment report to the state agency for each specified facility.

- a. The assessment report shall provide a detailed comparison between the current solid waste and recycling services provided and the contractor's recommended solid waste and recycling management program.
- b. The contractor's assessment report shall identify potential cost savings and revenue generating opportunities to improve efficiencies, reduce the solid waste stream, and increase recyclable material and volume.
- c. The contractor's recommended solid waste and recycling management program shall include, but not be limited to the following:
 - 1) Frequency of service
 - 2) Number and size of waste receptacles
 - 3) Identification of the service providers
 - 4) Identification of the recyclable materials
 - 5) Unit pricing and total calendar monthly price for each solid waste disposal service
 - 6) Description of the recycling program for the state facility, including the pricing structure of the recycling services and the sorting requirements
- d. The contractor's recommended solid waste and recycling management program shall identify any special needs, restrictions, circumstances, or problems at each specified facility.

- e. The recommended solid waste and recycling management program shall include a timeline for the transition from the existing contracts and services to the implementation of the contractor's recommended solid waste and recycling management program.
 - f. The contractor shall submit a hardcopy and a Microsoft compatible electronic copy of the assessment report and the recommended solid waste and recycling management program to the state agency.
- 1.2.6 If requested by the state agency, the contractor shall provide modifications and/or additional elaboration to the recommended solid waste and recycling management program as deemed necessary by the state agency.
- a. The state agency shall have the right to accept or reject any recommendations proposed by the contractor.
 - b. The decision by the state agency as to the acceptability of the recommended solid waste and recycling management program shall be final and without recourse.
- 1.2.7 After receipt of the state agency's written approval and notice to proceed with a facility/facilities' transition to the final recommended solid waste and recycling management program, the contractor shall proceed with the implementation of the approved solid waste and recycling management program in accordance with the requirements of the contract and the approved solid waste and recycling management program.
- a. The contractor shall attain full implementation of the approved solid waste and recycling management program within thirty (30) calendar days after the receipt of the state agency's approval unless otherwise mutually agreed upon between the state agency and the contractor.
 - b. The contractor shall provide an Account Manager to serve as a single point of contact for the state agency. The contractor shall provide an email address and a toll free number for the Account Manager. The Account Manager must be available during normal business hours, Monday through Friday, except for state-designated holidays (see <http://www.mo.gov/mo/moholidays.htm>).
 - c. Each state agency shall identify a contract administrator and provide the telephone number and email address of the contract administrator to the contractor.
 - d. For each specified facility, the contractor shall provide the contract administrator with a point of contact and contact information for each provider servicing each specified facility. The contractor shall notify the state agency with any updates to the contact information.
 - e. Prior to the implementation of the contractor's approved solid waste and recycling management program, the contractor shall fully train the necessary state agency's contract administrator on the contractor's reports, report contents, invoicing, payment responsibilities, and contract administration.
- 1.2.8 The contractor shall establish a written agreement with each solid waste, recycling, and equipment provider. The contractor must obtain the state agency's approval of each agreement prior to execution of the agreement. At a minimum, the contractor must ensure that each agreement includes the following provisions:
- a. A detailed description of the services that will be provided, including the frequency of service (days and times), and number and size of receptacles (if applicable)
 - b. An itemization of the amount the solid waste disposal provider will be paid, the unit of measure for the services, and specific increments and timeframes for the provider to submit invoices to the contractor and receive payments from the contractor.
 - c. The pricing structure for the recycling provider and the increments and timeframes for the provider to submit payment to the State of Missouri.
- 1.2.9 At least 30 days prior to the specified facility/facilities' transition to the contractor's solid waste and recycling management program, the contract administrator shall notify current solid waste and recycling contractors/providers of the implementation to the contractor's solid waste and recycling management program and the termination of the solid waste and recycling contract(s) with the State of Missouri.

1.3 Solid Waste and Recyclable Management Program Requirements:

- 1.3.1 The contractor shall manage the collection, transporting, and disposal activities of solid waste material in accordance with the approved solid waste and recycling management program.
- a. The contractor shall agree and understand that as the needs of a state facility change, the state agency shall notify the contractor of such changes.
 - b. If requested by the state agency, the contractor shall make a corresponding adjustment to the solid waste and recycling management program.
 - c. The contractor shall implement the requested change requested by the state agency and/or facility manager upon notification of such change.
 - d. Baseline Adjustment – In the event changes occur during the effective period of the established baseline cost and/or baseline revenue that are prompted by the state agency or the State of Missouri which are beyond the control of the contractor that significantly increase or decrease the established baseline cost and/or the baseline revenue, the contractor or the state agency may request a corresponding modification to the established baseline cost and/or the baseline revenue.
 - 1) With such request, the contractor must provide documented proof of the change and must demonstrate how such change affects the baseline cost and/or the baseline revenue.
 - 2) In addition, the contractor shall recommend an adjusted baseline cost and/or baseline revenue accompanied by the resulting calculations.
 - 3) However, the contractor shall agree and understand that any such request must be approved by the state agency.
 - 4) The decision of the adjustment to the baseline cost and/or baseline revenue by the state agency shall be final and without recourse
- 1.3.2 The contractor shall ensure that solid waste is collected on a day-specific and, if necessary, a time-specific scheduled basis. In addition, the contractor shall ensure that the solid waste may be collected on an on-call basis, if such is needed by the specified facility/facilities.
- a. The contractor shall ensure the collection of solid waste occurs during business hours, typically between 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding state holidays, on the days and at the times specified in the solid waste and recycling management program. However, with the prior approval of the contract administrator, the contractor's provider may deviate from the approved schedule on a specific day basis.
- 1.3.3 The contractor's provider(s) must immediately notify the state agency in the event hazardous waste prohibited by law from being disposed of in landfills is found in the solid waste receptacles. However, if the contractor identified specific hazardous waste items in the contractor's awarded proposal as being included within the contractor's solid waste and recycling management program, the contractor shall provide for the collection and disposal/recycling of such items in accordance with the provisions specified in the contractor's awarded proposal. The contractor should provide all appropriate containers needed to collect the hazardous waste items.
- 1.3.4 The contractor shall provide the appropriate number and sized solid waste and recycling receptacles for each specified facility, as specified in the solid waste and recycling management program, and shall place each such receptacle at locations designated by the state agency.

- a. The contractor shall ensure that the receptacles provided to the specified facility/facilities are in good repair and condition. The contractor shall ensure that all receptacles are kept clean and are in good mechanical and safe working condition.
- b. The contractor shall ensure the sanitary conditions of the receptacles are maintained. The state agency reserves the right to inspect the receptacles to monitor compliance with this requirement.
- c. The contractor shall ensure that the area surrounding the receptacles is free of trash and debris.
- d. The contractor and the contractor's providers shall retain ownership of all receptacles provided by the contractor or the contractor's providers. The contractor shall agree and understand that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's personnel arising out of the possession, use, maintenance, delivery, return, and/or collection from the receptacles provided by the contractor or the contractor's providers.

1.3.5 The contractor shall ensure that the hauler has all necessary permits to transport and dispose of the solid waste.

1.3.6 The contractor shall ensure that services are performed in a manner so as to minimize any interference, annoyance, or disruption to the operations of the state facility.

1.3.7 In the event a solid waste, recycling, or equipment provider does not perform in accordance with the contractor's agreement with the provider regarding the frequency of pick-up or size of waste and recycling receptacles, etc, the state agency shall notify the contractor following determination of such.

- a. The contractor shall ensure that the solid waste and/or the recycling provider is responsive to the needs of the state facility at all times.

1.3.8 The contractor shall agree and understand that the contractor shall terminate a facility/facilities solid waste and recycling management program upon written notification from the state agency. The decision by the state agency shall be final and without recourse.

1.4 Solid Waste Disposal Requirements:

1.4.1 The contractor must ensure that all collected non-recyclable solid waste is disposed of in a manner consistent with all applicable rules, regulations, etc., promulgated by the Missouri Department of Natural Resources and Missouri Department of Health and Senior Services. For disposal outside the State of Missouri, the contractor must dispose of all solid waste in a manner consistent with the rules and regulations of the appropriate regulatory agencies in those states.

- a. If the solid waste is to be disposed of outside of the State of Missouri, the contractor must either: (1) direct the processing of the solid waste through a Transfer Station regulated by the Missouri Department of Natural Resources, or (2) direct the disposal of the waste at a government regulated and approved facility.
- b. The contractor shall be responsible for all permits, fees, and expenses related to the disposal of the waste.

1.4.2 The contractor shall provide the contract administrator with the name of the owner/operator of each solid waste processing facility, their address, their solid waste permit number, and the solid waste disposal area which will be used for the purpose of processing or disposing of the waste collected from the specified facility.

1.5 Recycling Requirements:

1.5.1 The contractor shall manage the collection and recycling of, at a minimum, the following recyclable waste as specified and approved by each state agency and/or facility manager:

- a. Mixed Office Paper.
- b. Corrugated Cardboard, both baled and loose.

- c. Aluminum consisting primarily of cans.
- d. Plastic Bottles consisting primarily of PETE#1 (Polyethylene Terephthalate) and HDPE#2 (High Density Polyethylene).

1.5.2 The contractor shall provide the specified facility/facilities with flexibility in the arrangements and methods for the collection of recyclable material.

1.5.3 The contractor shall provide the state agency with a certification that the recyclable materials collected are being recycled.

1.6 Reporting Requirements:

1.6.1 The contractor shall provide and maintain a web-based account management system, accessible to the state agency through the use of a secure password. The contractor's web-based account management system must, at a minimum, provide the state agency with the ability to view the following information, specific to each specified facility:

- a. Service providers, including contact information for the provider and type of service provided
- b. List of equipment and receptacles
- c. Dates of service
- d. Unit price and monthly total of each solid waste disposal service provided
- e. Pricing structure for each recycling provider
- f. Volume/Quantity/Weight of solid waste and recyclable material collected

1.6.2 On a monthly basis, the contractor shall submit a report to each state agency for each specified facility which identifies the services provided, the dates of service, and the recyclable material collected, and the weight of each type of material.

1.6.3 The contractor shall provide the state agency designated personnel with access to all information on provider contracts/agreements including any rebates or incentives offered by providers to the contractor. The contractor shall provide such access to such information in a timely manner.

1.6.4 The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by the state agency.

- a. The contractor shall make all such records, books, and other documents relevant to the contract available to the state agency and/or its designees and/or the Missouri State Auditor in an acceptable format and at all reasonable times during the term of the contract, and for three (3) years from the date of final payment on the contract or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit, or other actions involving the records has been started before the expiration of the retention period, the contractor shall retain such records until completion of the action and resolution of all issues which arise from it. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented.
- b. The contractor shall permit governmental auditors and/or authorized representatives of the State of Missouri to have access, for the purpose of audit or examination, to any of the contractor's books, documents, papers, and records recording receipts and disbursements of any of the funds paid to the contractor. The contractor further agrees that any audit exception noted by governmental auditors shall not be paid by the state agency and shall be the sole responsibility of the contractor. However, the contractor shall have the right to contest any such exception by any legal procedure the contractor deems appropriate. The state agency will pay the contractor all amounts which the contractor may ultimately be held entitled to receive as a result of any such legal action.

1.7 Additional Requirements:

- 1.7.1 The contractor shall agree and understand that if contract monitoring reveals an audit is warranted, the state agency reserves the right to require the contractor to have an audit of financial records, accounting records, and related contract documentation performed by an independent Certified Public Accountant (CPA) in accordance with generally accepted auditing standards. If required, such independent audit shall be at the contractor's expense. The state agency's determination of the need for the audit shall be final and without recourse.
- 1.7.2 Liquidated Damages - The contractor shall agree and understand that the provision of the solid waste and recycling services in accordance with the schedules and requirements stated herein and in accordance with the state agency-approved solid waste and recycling management program are considered critical to the efficient operations of the State of Missouri. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the schedules and requirements, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.
- a. In the event that the contractor's provider fails to perform a scheduled pick-up, the contractor shall be assessed liquidated damages in the amount of twenty-five percent (25%) of the price for the scheduled pick-up for each twenty-four (24) hour period thereafter in which the identified requirement is not completed.
 - b. In the event that the contractor's provider fails to perform an unscheduled pick-up, the contractor shall be assessed liquidated damages in the amount of ten percent (10%) of the price for the unscheduled pick-up for each twenty-four (24) hour period thereafter in which the identified requirement is not completed.
 - c. The contractor shall also agree and understand that such liquidated damages shall either be deducted from the contractor's invoices pursuant to the contract or paid by the contractor as a direct payment to the state agency at the sole discretion of the state agency.
 - d. The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
 - e. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.

1.8 Contractor and Contractor's Personnel Qualifications:

- 1.8.1 The state agency reserves the right to approve or disapprove the contractor's personnel providing services at a specified facility/facilities. The state agency also reserves the right to request replacement of any person assigned to provide services. Unless the situation regarding the personnel requires immediate replacement, the contractor shall be allowed at least fourteen (14) days after notification to replace unsatisfactory personnel.
- a. If requested by the state agency, the contractor shall provide the state agency with a list of all the contractor and subcontractor/provider's personnel, their social security numbers, and dates of birth for each such personnel who will be providing services at the specified facility. In addition, the contractor must notify the state agency for any additions or changes to the list. The state agency reserves the right to accept or reject any of the contractor's personnel assigned to the contract to provide solid waste removal services.
 - b. If requested by the state agency, the contractor's personnel assigned to a specified facility/facilities must have a security clearance approved by the state agency in order to provide service under the contract. The contractor must obtain a required criminal background check for each personnel assigned to provide services from the Missouri State Highway Patrol. A form to request a Missouri State Highway Patrol background check can be found at: www.mshp.dps.missouri.gov/MSHPWeb/PatrolDivisions/crid/crimrecchk.html.
- 1.8.2 The contractor shall have three (3) years of solid waste industry experience with a minimum of two (2) years of that experience managing solid waste management programs that have delivered cost reductions.

- 1.8.3 The contractor shall provide an Account Manager who has three (3) years of solid waste industry experience with a minimum of two (2) years of that experience as a consultant or administrator of a solid waste program with proven cost reductions.
- 1.8.4 The contractor must be financially sound and must not be operating under the protection of the United States Bankruptcy Code.

1.9 Invoicing and Payment Requirements:

- 1.9.1 Prior to any payments becoming due per the contract, the contractor must submit or must have already submitted a properly completed State Vendor ACH/EFT Application, since the State of Missouri intends to make contract payments through Electronic Funds Transfer.

- a. If not already submitted, the contractor needs to obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet at:

<http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>

- b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Payment Website at <https://www.vendorpay.oa.mo.gov>.

- 1.9.2 **Solid Waste Disposal Providers Payment and Invoicing** – On a monthly basis, the contractor shall submit an itemized invoice to the state agency at the “bill to” address as specified on the purchase order. The invoice shall identify, at a minimum, the following information:

- The purchase order number,
 - The specified facility/facilities transitioned to the contractor's solid waste and recycling management program,
 - The baseline cost for each specified facility,
 - The provider charges for each specified facility
 - The difference between the baseline cost and the provider charges, and
 - The amount due the contractor.
- a. Services or goods must be received before payment can be made. The contractor shall submit all reports required herein and a copy of each providers invoice as supporting documentation with the monthly invoice.
- b. In the event the provider charges are less than the baseline cost, the contractor shall be paid equal to the provider charges, plus the firm, fixed percentage stated on the Pricing Page of the difference between the baseline cost and the provider charges.
- c. In the event the provider charges are greater than the baseline cost, the contractor shall be paid the baseline cost.
- d. The contractor shall make prompt payment to all providers. The contractor shall not delay payment to a provider that would cause reason for the provider to suspend and/or terminate services to any specified facility/facilities.
- e. Following the transition of the specified facility/facilities to the contractor's solid waste and recycling management program, the state agency shall not be responsible for payment to solid waste, recycling, and equipment providers. However, the state agency or the specified facility/facilities may be responsible for payment to solid waste, recycling, and equipment providers for services or for circumstances that are not included in the contractor's solid waste and recycling program.

- f. Additionally, the state agency shall not be responsible for any late payments fees or other such penalties charged by the providers following the transition to the contractor's solid waste and recycling management program.

1.9.3 Recycling Providers Payment and Invoicing - On a monthly basis, the contractor shall submit a statement and an electronic report identifying the recyclable materials collected from each specified facility to the State of Missouri, Recycling Program, PO Box 809, Jefferson City, Missouri 65102 itemizing each specified facility transitioned to the contractor's solid waste and recycling management program. The contractor shall submit a copy of each recycling providers monthly receipts and all reports required herein as supporting documentation to the monthly statement.

- a. By no later than the 10th of each month following the month the recyclable material was collected, the recycling providers shall make payment to the State of Missouri, Recycling Program, PO Box 809, Jefferson City, Missouri 65102 for the total amount due based on the weight/quantity of the collections.
- b. For each specified facility, the contractor's statement shall provide the monthly total of the recycling providers' receipts. The contractor's statement shall also provide the difference between the monthly total of the providers' receipts and the baseline revenue.
 - 1) In the event the monthly total of the recycling providers' receipts for a specified facility is greater than the baseline revenue, the contractor shall invoice the state agency the firm, fixed percentage stated on the Pricing Page of the difference between the baseline revenue and the total of the recycling provider's receipts.
 - 2) In the event the monthly total of the recycling providers' receipts for a specified facility is less than or equal to the baseline revenue, the contractor shall not receive payment.

1.9.4 Hazardous Waste Material – In the event the contractor collected and disposed/recycled any of the hazardous waste material identified in the contractor's awarded proposal, the contractor's invoice shall identify the hazardous material collected and disposed/recycled, the specified facility/facilities where the material was collected, and the quantity/volume of the hazardous material. The contractor shall be paid for such in accordance with the pricing stated on the Pricing Page.

1.9.5 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including, but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

1.9.6 Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the state agency may withhold payment or reject invoices under the contract.

1.9.7 Final invoices are due by no later than thirty (30) calendar days of the expiration of the contract. The state agency shall have no obligation to pay any invoice submitted after such date.

1.9.8 If a request by the contractor for payment or reimbursement is denied, the state agency shall provide the contractor with written notice of the reason(s) for denial.

1.9.9 If the contractor is overpaid by the state agency, upon official notification by the state agency, the contractor shall provide the state agency with a check payable as instructed by the state agency in the amount of such overpayment. The contractor shall submit the overpayment to the state agency at the address specified by the state agency.

1.9.10 The contractor shall agree and understand that each state agency utilizing the contractor's services shall be solely responsible for payment for only those services requested by that state agency.

1.10 Additional Consulting Services:

1.10.1 If requested by a state agency, the contractor shall provide additional consulting services related to a state agency's solid waste and recycling management program on an as needed, if needed basis. The contractor shall agree and understand that additional consulting services shall not be construed to mean the monitoring, reviewing, and evaluating of the existing solid waste and recycling management program prior to transitioning the specified facility/facilities to the contractor's solid waste and recycling management program.

1.10.2 Such additional consulting services may consist of, but not necessarily be limited to:

- a. Monitoring and/or providing advice regarding the extent to which the contractor's recommendations are being implemented and providing advice and consultation related thereto.
- b. Consulting with the parties responsible for various actions in the implementation and providing advice and further recommendations thereto.
- c. Updating the solid waste and recycling management program as requested by the state agency, due to changes in the current situation.
- d. Providing technical assistance as required or providing recommendations to the state agency regarding the type of additional technical assistance which should be obtained.
- e. Any other such consulting.

1.10.3 The timing and scheduling of any such additional consulting services shall be mutually agreed upon between the contractor and the state agency at the time the state agency requests such consulting services. However, the contractor must be able to schedule the consulting service with a minimum of two (2) weeks' notice.

1.10.4 Payment for Additional Consultation Services:

- a. The contractor shall submit a monthly invoice to the state agency for which additional consultation services are provided, itemizing all hours of additional consulting service provided during the month by personnel classification. The contractor shall support all hours invoiced with detailed time sheets as well as a report of activities performed.
- b. The contractor shall be paid by the state agency for which additional consultation services are provided for each hour of service provided at the firm, fixed hourly price applicable for the contract period, pursuant to the requirements of the contract.
- c. In the provision of such consulting service, for any approved travel performed, the contractor shall invoice and be reimbursed for actual and reasonable travel and travel related expenses pursuant to the Office of Administration Travel Regulations and Contiguous US Per Diem Rates (CONUS).
 - 1) The contractor must have the prior written approval of the state agency for any such expenses. In addition, the contractor must have the prior approval of the state agency for any travel related expenses which may exceed the CONUS rates.
 - 2) The Office of Administration Travel Regulations can be found on the Internet at the following address: <http://oa.mo.gov/acct/10-11.010.pdf>. The actual mileage rate changes regularly. For current rates see: <http://www.oa.mo.gov/acct/>.
 - 3) The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for "Per Diem Rates" at the following Internet address: <http://www.gsa.gov>
- d. Other than the payments and reimbursements specified above, no other payment or reimbursement shall be made to the contractor for Additional Consulting.

1.11 Cooperative Procurement Program

1.11.1 If the contractor has indicated agreement on Exhibit L with participation in the Cooperative Procurement Program, the contractor shall provide Solid Waste and Recycling Management services as described herein under

the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (67.360 RSMo, which is available on the internet at: <http://www.moga.mo.gov/statutes/c000-099/0670000360.htm>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.

- 1.11.2 On a monthly basis, the contractor shall submit a report to the Office of Administration, Division of Purchasing and Materials Management identifying the governmental entities participating in the contractor's solid waste and recycling management program. The report shall identify the cost savings realized (difference between the baseline cost and the monthly total of the providers' invoices) and the revenue generated (difference between the monthly total of the providers' receipts and the baseline revenue) for each governmental entity. The contractor shall remit to the State of Missouri the firm, fixed percentage stated on the Pricing Page of the sum of the cost savings and the revenue generated.

PRICING PAGE

(C/S Code: 91027)

Solid Waste Management Services -

Line Item	Description	Original Contract Period Firm, Fixed Percentage per Facility	First Renewal Option Period Firm, Fixed Percentage per Facility	Second Renewal Option Period Firm, Fixed Percentage per Facility
001	Percentage of Cost Savings	50%	50%	50%

Recycling Management Services -

Line Item	Description	Original Contract Period Firm, Fixed Percentage per Facility	First Renewal Option Period Firm, Fixed Percentage per Facility	Second Renewal Option Period Firm, Fixed Percentage per Facility
002	Percentage of Revenue	50%	50%	50%

Hazardous Waste Material -

Line Item	Hazardous Waste Material	Unit	Original Contract Period Firm Fixed Unit Price	First Renewal Option Period Maximum Unit Price	Second Renewal Option Period Maximum Unit Price
003	Batteries	Pound	\$.90	\$1.03	\$1.08
		\$275.00 for transportation plus 16% Energy & Security Surcharge \$25.00 minimum recycling fee based on weight Pricing provided is for recycling			
004	Fluorescent Bulbs (4 Feet)	Bulb	\$.30	\$.35	\$.37
		\$275.00 for transportation plus 16% Energy & Security Surcharge			
005	Fluorescent Bulbs (8 Feet)	Bulb	\$.60	\$.70	\$.74
		\$275.00 for transportation plus 16% Energy & Security Surcharge			
006	Waste Oil	55 Gallon Drum	\$55.00	\$63.25	\$66.50
		\$275.00 for transportation plus 16% Energy & Security Surcharge			

Additional Consulting Services -

Line Item	Personnel Classification	Name of Person(s) Assigned	Original Contract Period Firm Fixed Price Per Hour	First Renewal Option Period Maximum Price per Hour	Second Renewal Option Period Maximum Price per Hour
007	Account Manager	Scott Blue	\$250.00	\$275.00	\$290.00

Cooperative Procurement Program –

Line Item	Description	Original Contract Period Firm, Fixed Percentage per Facility	First Renewal Option Period Firm, Fixed Percentage per Facility	Second Renewal Option Period Firm, Fixed Percentage per Facility
013	Cooperative Procurement Program Percentage of Cost Savings	1%	1%	1%
014	Cooperative Procurement Program Percentage of Revenue	1%	1%	1%